

**STATISTICAL INFORMATION ONLY: Debtor must select the number of each of the following items included in the Plan.**

Valuation of Security     Assumption of Executory Contract or Unexpired Lease     Lien Avoidance

Last revised: August 1, 2020

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY**

In Re: \_\_\_\_\_ Case No.: 19-10706 (ABA)  
Nelson I. Antonio Judge: Andrew B. Altenburg  
Debtor(s)

**Chapter 13 Plan and Motions**

☐ Original    ☒ Modified/Notice Required    Date: August 11, 2021  
☒ Motions Included    ☐ Modified/No Notice Required

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE

**YOUR RIGHTS MAY BE AFFECTED**

You should have received from the court a separate *Notice of the Hearing on Confirmation of Plan*, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. Anyone who wishes to oppose any provision of this Plan or any motion included in it must file a written objection within the time frame stated in the *Notice*. Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. This Plan may be confirmed and become binding, and included motions may be granted without further notice or hearing, unless written objection is filed before the deadline stated in the *Notice*. The Court may confirm this plan, if there are no timely filed objections, without further notice. See Bankruptcy Rule 3015. If this plan includes motions to avoid or modify a lien, the lien avoidance or modification may take place solely within the chapter 13 confirmation process. The plan confirmation order alone will avoid or modify the lien. The debtor need not file a separate motion or adversary proceeding to avoid or modify a lien based on value of the collateral or to reduce the interest rate. An affected lien creditor who wishes to contest said treatment must file a timely objection and appear at the confirmation hearing to prosecute same.

**The following matters may be of particular importance. Debtors must check one box on each line to state whether the plan includes each of the following items. If an item is checked as "Does Not" or if both boxes are checked, the provision will be ineffective if set out later in the plan.**

THIS PLAN:

☐ DOES ☒ DOES NOT CONTAIN NON-STANDARD PROVISIONS. NON-STANDARD PROVISIONS MUST ALSO BE SET FORTH IN PART 10.

☐ DOES ☒ DOES NOT LIMIT THE AMOUNT OF A SECURED CLAIM BASED SOLELY ON VALUE OF COLLATERAL, WHICH MAY RESULT IN A PARTIAL PAYMENT OR NO PAYMENT AT ALL TO THE SECURED CREDITOR. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

☐ DOES ☒ DOES NOT AVOID A JUDICIAL LIEN OR NONPOSSESSORY, NONPURCHASE-MONEY SECURITY INTEREST. SEE MOTIONS SET FORTH IN PART 7, IF ANY.

Initial Debtor(s)' Attorney: /s/ BJS    Initial Debtor: /s/ NIA    Initial Co-Debtor: \_\_\_\_\_

**Part 1: Payment and Length of Plan**

a. The debtor shall pay \$ 2,328.00 per month to the Chapter 13 Trustee, starting on September 1, 2021 for approximately 28 months.

b. The debtor shall make plan payments to the Trustee from the following sources:

☒ Future earnings

☐ Other sources of funding (describe source, amount and date when funds are available):

c. Use of real property to satisfy plan obligations:

☐ Sale of real property

Description:

Proposed date for completion: \_\_\_\_\_

☐ Refinance of real property:

Description:

Proposed date for completion: \_\_\_\_\_

☐ Loan modification with respect to mortgage encumbering property:

Description:

Proposed date for completion: \_\_\_\_\_

d. ☐ The regular monthly mortgage payment will continue pending the sale, refinance or loan modification.

e. ☒ Other information that may be important relating to the payment and length of plan:

\$44,144.50 PTD

Part 2: Adequate Protection ☒ NONE

a. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid to the Chapter 13 Trustee and disbursed pre-confirmation to \_\_\_\_\_ (creditor).

b. Adequate protection payments will be made in the amount of \$ \_\_\_\_\_ to be paid directly by the debtor(s) outside the Plan, pre-confirmation to: \_\_\_\_\_ (creditor).

### Part 3: Priority Claims (Including Administrative Expenses)

a. All allowed priority claims will be paid in full unless the creditor agrees otherwise:

Creditor	Type of Priority	Amount to be Paid
CHAPTER 13 STANDING TRUSTEE	ADMINISTRATIVE	AS ALLOWED BY STATUTE
ATTORNEY FEE BALANCE	ADMINISTRATIVE	BALANCE DUE: \$ 300.00
DOMESTIC SUPPORT OBLIGATION	N/A	N/A

b. Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount:  
Check one:

☒ None

☐ The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim pursuant to 11 U.S.C.1322(a)(4):

Creditor	Type of Priority	Claim Amount	Amount to be Paid
	Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount.		

**Part 4: Secured Claims**

**a. Curing Default and Maintaining Payments on Principal Residence:** ☐ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor shall pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)
Loancare LLC	Real Property	\$24,785.92	0.00%	\$24,785.92	\$1,084.54
Loancare, LLC- Supplemental Proof of Claim under CARES	Real Property	\$5,431.62	0.00%	\$5,431.62	N/A

**b. Curing and Maintaining Payments on Non-Principal Residence & other loans or rent arrears:** ☒ NONE

The Debtor will pay to the Trustee (as part of the Plan) allowed claims for arrearages on monthly obligations and the debtor will pay directly to the creditor (outside the Plan) monthly obligations due after the bankruptcy filing as follows:

Creditor	Collateral or Type of Debt	Arrearage	Interest Rate on Arrearage	Amount to be Paid to Creditor (In Plan)	Regular Monthly Payment (Outside Plan)

**c. Secured claims excluded from 11 U.S.C. 506:** ☒ NONE

The following claims were either incurred within 910 days before the petition date and are secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value:

Name of Creditor	Collateral	Interest Rate	Amount of Claim	Total to be Paid through the Plan Including Interest Calculation

**d. Requests for valuation of security, Cram-down, Strip Off & Interest Rate Adjustments ☒ NONE**

1.) The debtor values collateral as indicated below. If the claim may be modified under Section 1322(b)(2), the secured creditor shall be paid the amount listed as the "Value of the Creditor Interest in Collateral," plus interest as stated. The portion of any allowed claim that exceeds that value shall be treated as an unsecured claim. If a secured claim is identified as having "NO VALUE" it shall be treated as an unsecured claim.

**NOTE: A modification under this Section ALSO REQUIRES the appropriate motion to be filed under Section 7 of the Plan.**

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor Interest in Collateral	Annual Interest Rate	Total Amount to be Paid

2.) Where the Debtor retains collateral and completes the Plan, payment of the full amount of the allowed secured claim shall discharge the corresponding lien.

**e. Surrender ☒ NONE**

Upon confirmation, the stay is terminated as to surrendered collateral only under 11 U.S.C. 362(a) and that the stay under 11 U.S.C 1301 be terminated in all respects. The Debtor surrenders the following collateral:

Creditor	Collateral to be Surrendered	Value of Surrendered Collateral	Remaining Unsecured Debt

**f. Secured Claims Unaffected by the Plan** ☒ **NONE**

The following secured claims are unaffected by the Plan:

**g. Secured Claims to be Paid in Full Through the Plan:** ☐ **NONE**

Creditor	Collateral	Total Amount to be Paid Through the Plan
Toyota Motor Credit	2014 Toyota 4Runner	\$20,234.53

**Part 5: Unsecured Claims** ☐ **NONE**

**a. Not separately classified** allowed non-priority unsecured claims shall be paid:

- ☐ Not less than \$ \_\_\_\_\_ to be distributed *pro rata*
- ☐ Not less than \_\_\_\_\_ percent
- ☒ *Pro Rata* distribution from any remaining funds

**b. Separately classified unsecured** claims shall be treated as follows:

Creditor	Basis for Separate Classification	Treatment	Amount to be Paid



**b. Motion to Avoid Liens and Reclassify Claim from Secured to Completely Unsecured.** ☒ **NONE**

The Debtor moves to reclassify the following claims as unsecured and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Superior Liens	Value of Creditor's Interest in Collateral	Total Amount of Lien to be Reclassified

**c. Motion to Partially Void Liens and Reclassify Underlying Claims as Partially Secured and Partially Unsecured.** ☒ **NONE**

The Debtor moves to reclassify the following claims as partially secured and partially unsecured, and to void liens on collateral consistent with Part 4 above:

Creditor	Collateral	Scheduled Debt	Total Collateral Value	Amount to be Deemed Secured	Amount to be Reclassified as Unsecured

**Part 8: Other Plan Provisions**

**a. Vesting of Property of the Estate**

- ☒ Upon confirmation  
☐ Upon discharge

**b. Payment Notices**

Creditors and Lessors provided for in Parts 4, 6 or 7 may continue to mail customary notices or coupons to the Debtor notwithstanding the automatic stay.



**c. Order of Distribution**

The Standing Trustee shall pay allowed claims in the following order:

- 1) Ch. 13 Standing Trustee commissions
- 2) Administrative and Priority Claims
- 3) Secured
- 4) Unsecured

**d. Post-Petition Claims**

The Standing Trustee ☐ is, ☒ is not authorized to pay post-petition claims filed pursuant to 11 U.S.C. Section 1305(a) in the amount filed by the post-petition claimant.

**Part 9: Modification ☐ NONE**

**NOTE: Modification of a plan does not require that a separate motion be filed. A modified plan must be served in accordance with D.N.J. LBR 3015-2.**

If this Plan modifies a Plan previously filed in this case, complete the information below.

Date of Plan being modified: February 14, 2020.

<p>Explain below <b>why</b> the plan is being modified: Debtor has incurred post-Confirmation arrears due to a CARES forbearance of payments. Supplemental Proof of Claim was filed by lender and is to be treated through the Plan</p>	<p>Explain below <b>how</b> the plan is being modified: Part 1(a), (e); Part 3(a); Part 4(a)</p>
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Are Schedules I and J being filed simultaneously with this Modified Plan? ☐ Yes ☒ No

**Part 10: Non-Standard Provision(s): Signatures Required**

Non-Standard Provisions Requiring Separate Signatures:

☒ NONE

☐ Explain here:

Any non-standard provisions placed elsewhere in this plan are ineffective.

**Signatures**

The Debtor(s) and the attorney for the Debtor(s), if any, must sign this Plan.

By signing and filing this document, the debtor(s), if not represented by an attorney, or the attorney for the debtor(s) certify that the wording and order of the provisions in this Chapter 13 Plan are identical to Local Form, *Chapter 13 Plan and Motions*, other than any non-standard provisions included in Part 10.

I certify under penalty of perjury that the above is true.

Date: August 11, 2021



/s/ Nelson I. Antonio

Debtor

Date: \_\_\_\_\_

\_\_\_\_\_  
Joint Debtor

Date: August 11, 2021

/s/ Brad J. Sadek

Attorney for Debtor(s)

In re:  
Nelson I Antonio  
Debtor

Case No. 19-10706-ABA  
Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0312-1

User: admin

Page 1 of 3

Date Rcvd: Sep 14, 2021

Form ID: pdf901

Total Noticed: 31

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.
++	Addresses marked '++' were redirected to the recipient's preferred mailing address pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.P.2002(g)(4).
##	Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

### Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Sep 16, 2021:

Recip ID	Recipient Name and Address
db	+ Nelson I Antonio, 14 Kay Lane, Sicklerville, NJ 08081-9734
cr	+ LAKEVIEW LOAN SERVICING, LLC, Phelan Hallinan & Schmieg, PC, 1617 JFK Boulevard, Suite 1400, Philadelphia, PA 19103-1814
517964643	+ Financial Recoveries, Attn: Bankruptcy, PO Box 1388, Mount Laurel, NJ 08054-7388
518136690	+ LAKEVIEW LOAN SERVICING, LLC, LOANCARE, LLC, 3637 SENTARA WAY, VIRGINIA BEACH VA 23452-4262
517964645	+ LoanCare LLC, Attn: Consumer Solutions Dept, PO Box 8068, Virginia Beach, VA 23450-8068
517987159	+ Phelan Hallinan Diamond and Jones, 1617 JFK blvd, Suite 1400, Philadelphia PA 19103-1814
517964651	++ TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026 address filed with court:, Toyota Financial Services, Attn: Bankruptcy, PO Box 8026, Cedar Rapids, IA 52409
519083772	Toyota Lease Trust, c/o Becket and Lee LLP, PO Box 3001, Malvern PA 19355-0701
518037431	+ Toyota Lease Trust, c/o Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013
518019828	+ Toyota Motor Credit Corporation, PO Box 9013, Addison, Texas 75001-9013

TOTAL: 10

### Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI). Electronic transmission is in Eastern Standard Time.

Recip ID	Notice Type: Email Address	Date/Time	Recipient Name and Address
smg	Email/Text: usanj.njbankr@usdoj.gov	Sep 14 2021 21:10:00	U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
smg	+ Email/Text: ustpregion03.ne.ecf@usdoj.gov	Sep 14 2021 21:10:00	United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
517964641	+ Email/PDF: AIS.cocard.ebn@americaninfosource.com	Sep 14 2021 21:18:49	Capital One, Attn: Bankruptcy, PO Box 30285, Salt Lake City, UT 84130-0285
518044971	+ Email/PDF: EBN_AIS@AMERICANINFOSOURCE.COM	Sep 14 2021 21:35:55	Capital One Bank (USA), N.A., 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
517964642	+ Email/PDF: Citi.BNC.Correspondence@citi.com	Sep 14 2021 21:19:09	Citibank/The Home Depot, Attn: Recovery/Centralized Bankruptcy, PO Box 790034, St Louis, MO 63179-0034
517964654	+ Email/PDF: Citi.BNC.Correspondence@citi.com	Sep 14 2021 21:18:56	Visa Dept Store National Bank/Macy's, Attn: Bankruptcy, PO Box 8053, Mason, OH 45040
518131821	Email/Text: bnc-quantum@quantum3group.com	Sep 14 2021 21:10:00	Department Stores National Bank, c/o Quantum3 Group LLC, PO Box 657, Kirkland, WA 98083-0657
517964644	Email/Text: bnc-bluestem@quantum3group.com	Sep 14 2021 21:10:00	Fingerhut, Attn: Bankruptcy, PO Box 1250, Saint Cloud, MN 56395
517964646	+ Email/Text: bankruptcydpt@mcmcg.com	Sep 14 2021 21:10:00	Midland Funding, 2365 Northside Dr, Ste 300, San Diego, CA 92108-2709
518124616	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com	Sep 14 2021 21:19:06	Portfolio Recovery Associates, LLC, c/o Care

District/off: 0312-1

User: admin

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Date Rcvd: Sep 14, 2021

Form ID: pdf901

Total Noticed: 31

518074119	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Sep 14 2021 21:18:52	Credit, POB 41067, Norfolk VA 23541 Portfolio Recovery Associates, LLC, c/o Lowe's, POB 41067, Norfolk VA 23541
518074073	Email/PDF: PRA_BK2_CASE_UPDATE@portfoliorecovery.com Sep 14 2021 21:18:51	Portfolio Recovery Associates, LLC, c/o Walmart Credit Card, POB 41067, Norfolk VA 23541
518014651	+ Email/Text: joey@rmscollect.com Sep 14 2021 21:10:00	Patient First c/o Receivables Management Systems, PO Box 73810, North Chesterfield, VA 23235-8047
518104177	Email/Text: bnc-quantum@quantum3group.com Sep 14 2021 21:10:00	Quantum3 Group LLC as agent for, Bluestem and SCUSA, PO Box 788, Kirkland, WA 98083-0788
517964647	Email/Text: joey@rmscollect.com Sep 14 2021 21:10:00	Receivable Management Inc, 7206 Hull Rd, Ste 211, Richmond, VA 23235
517965762	+ Email/PDF: gecsed@recoverycorp.com Sep 14 2021 21:19:04	Synchrony Bank, c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
517964648	+ Email/PDF: gecsed@recoverycorp.com Sep 14 2021 21:19:04	Synchrony Bank/Care Credit, Attn: Bankruptcy Dept, PO Box 965061, Orlando, FL 32896-5061
517964649	+ Email/PDF: gecsed@recoverycorp.com Sep 14 2021 21:19:03	Synchrony Bank/Lowes, Attn: Bankruptcy Dept, PO Box 965060, Orlando, FL 32896-5060
517964650	+ Email/PDF: gecsed@recoverycorp.com Sep 14 2021 21:18:36	Synchrony Bank/Walmart, Attn: Bankruptcy Dept, PO Box 965060, Orlando, FL 32896-5060
518072658	+ Email/PDF: EBN_AIS@AMERICANINFOSOURCE.COM Sep 14 2021 21:35:59	Verizon, by American InfoSource as agent, 4515 N Santa Fe Ave, Oklahoma City, OK 73118-7901
517964653	+ Email/Text: wfmelectronicbankruptcyntifications@verizonwireless.com Sep 14 2021 21:09:00	Verizon Wireless, Attn: Verizon Wireless Bankruptcy Admini, 500 Technology Dr, Ste 550, Weldon Spring, MO 63304-2225

TOTAL: 21

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

Recip ID	Bypass Reason	Name and Address
517964652	*P++	TOYOTA MOTOR CREDIT CORPORATION, PO BOX 8026, CEDAR RAPIDS IA 52408-8026, address filed with court; Toyota Motor Credit Co, Toyota Financial Services, PO Box 8026, Cedar Rapids, IA 52408
518298674	##+	Rebecca A. Solarz, Esquire, KML Law Group, P.C., 216 Haddon Avenue, Ste. 406, Westmont, NJ 08108-2812
518077457	##+	Yanira Jimenez, 101 Lenape Lane, Pennsauken, NJ 08110-3900

TOTAL: 0 Undeliverable, 1 Duplicate, 2 Out of date forwarding address

## NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Sep 16, 2021

Signature: /s/Joseph Speetjens

District/off: 0312-1

User: admin

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Date Rcvd: Sep 14, 2021

Form ID: pdf901

Total Noticed: 31

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on September 13, 2021 at the address(es) listed below:

Name	Email Address
Brad J. Sadek	on behalf of Debtor Nelson I Antonio bradsadek@gmail.com bradsadek@gmail.com;sadek.bradj.r101013@notify.bestcase.com
Denise E. Carlon	on behalf of Creditor Toyota Motor Credit Corporation dcarlon@kmlawgroup.com bkgroup@kmlawgroup.com
Denise E. Carlon	on behalf of Creditor Toyota Lease Trust dcarlon@kmlawgroup.com bkgroup@kmlawgroup.com
Isabel C. Balboa	ecfmail@standingtrustee.com summarymail@standingtrustee.com
James French	on behalf of Creditor LAKEVIEW LOAN SERVICING LLC jfrench@mw-law.com, nj-ecfmail@ecf.courtdrive.com
James French	on behalf of Creditor LoanCare LLC as servicer for Lakeview Loan Servicing, LLC jfrench@mw-law.com, nj-ecfmail@ecf.courtdrive.com
Lauren Moyer	on behalf of Creditor LAKEVIEW LOAN SERVICING LLC nj-ecfmail@mw-law.com, nj-ecfmail@ecf.courtdrive.com
Rebecca Ann Solarz	on behalf of Creditor Toyota Lease Trust rsolarz@kmlawgroup.com
Rebecca Ann Solarz	on behalf of Creditor Toyota Motor Credit Corporation rsolarz@kmlawgroup.com
U.S. Trustee	USTPRegion03.NE.ECF@usdoj.gov

TOTAL: 10